

even approximately ascertained when the Legislature was appealed to. Surely it was not intended that, without consulting the ratepayers, the council would have power to commit them to an unlimited expenditure. What the Legislature certainly meant was: "You may do this work, as a council, if you find you can do it for \$5,000,000, but not otherwise."

I was reminded of my discretionary powers. The discretion against quashing is well exercised where the violation of law is merely technical, where no right is violated, and the by-law will work substantial justice; but here the property of every land-owner in Ottawa is being pledged for a sum equal to the total debenture debt of the city as it now is, and this, as I understand it, without legal sanction.

Entertaining this opinion, whatever the merits of the scheme and however urgent the need of it may be, I have no discretion, I have no right to say that the people's right to pronounce upon the expenditure as actually proposed and disclosed, either directly at the polls or through their representatives in the Legislature, shall be denied.

The by-law will be quashed with costs.

WEBSTER v. HENDERSON—LENNOX, J.—Nov. 27.

Fraud and Misrepresentation—Sale of Farm—Action for Deceit—Damages.]—Action to recover \$2,000 damages for false and fraudulent representations whereby, as the plaintiff alleged, he was induced to purchase the defendant's farm. The learned Judge, at the conclusion of the hearing, made certain findings of fact against the defendant; and now stated, in a brief memorandum of judgment, that it followed upon those conclusions of fact that the plaintiff was entitled to recover damages against the defendant. The learned Judge was satisfied that the plaintiff was sincere in saying that he would rather be free of the contract than receive \$2,000 by way of damages; but the plaintiff was not the best judge upon that question. Judgment for the plaintiff for \$950 damages and the costs of the action; stay of execution for thirty days. J. A. Hutcheson, K.C., for the plaintiff. W. E. Raney, K.C., for the defendant.